

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE (hereafter, "Release" or "Agreement") of all claims against former Director Joe Judge ("Judge") and the Santa Clara Valley Water District (which includes without limitation, District's Board of Directors, departments, committees, predecessors, successors, subsidiaries, related entities, past and present directors, employees and managers, independent contractors, managers, attorneys, agents and assigns) (collectively, "the District") is made by and between the District and Enrico Callender).

RECITALS

WHEREAS, Callender is currently employed by the District as its Government Relations Manager; and

WHEREAS, in April 2011, Callender filed a discrimination complaint against the District (Case #201011G0697-00-ev) and Judge (Case #201011G0697-01-ev) with the California Department of Fair Employment and Housing ("DFEH"), which were closed by the DFEH on January 23, 2012, re-opened by the DFEH, and re-closed by the DFEH on March 30, 2012; and

WHEREAS, this discrimination complaint was jointly filed with the U.S. Equal Employment Opportunity Commission on or about the same day, and has since been closed by that agency; and

WHEREAS, Callender made a written combined settlement offer for the case against the District and Mr. Joe Judge. on June 15, 2012 presenting eleven (11) terms of settlement.

WHEREAS, on or about December 4, 2012, Callender filed a new complaint against the District with the DFEH (DFEH Inquiry Number 55011-26161) alleging age, color, race, and sex discrimination, harassment, and retaliation; and

WHEREAS, as set forth herein, the parties now desire to enter into this settlement agreement which is intended to resolve, fully and forever, any and all actual and potential grievances, charges, disputes, controversies, claims, actions and lawsuits between them in order to avoid the uncertainties of litigation and the expense and costs incident thereto:

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. General Release

(a) In consideration for the payment of twenty-seven thousand five hundred dollars (\$27,500.00) and the change of Callender's job title from Unclassified Manager to Deputy Administrative Officer, Callender waives and releases any and all claims he has or might have against the District and Judge. The released claims include, but are not limited to, claims for discrimination, harassment, and retaliation arising under federal, state, and local statutory or common law, such as Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act ("ADEA"), the Fair Employment and Housing Act, and the Unruh Civil Rights Act. This general release includes any and all liabilities, claims, demands, contracts, debts, obligations and causes of action of every nature, kind and description, in law, equity, or otherwise, whether or not now known or ascertained, which heretofore do or may exist, and including any matter, cause or thing arising out of, relating to, or connected with Callender's employment with the District prior to the execution of this Agreement. It is

understood and agreed that this payment shall not have any impact on, and shall not count towards, Callender's final salary at the District for purposes of retirement or any other employment or retirement benefits. The change of Callender's job title shall take effect on a date to be established by District which shall be no later than July 1, 2013. This change in title shall not include any increase in salary or benefits. The monetary payment is for Callender's alleged emotional distress relating to the complaints described herein.

(b) Callender understands and acknowledges that he has 21 days from the initial presentation of this Agreement to consider his release of claims under the ADEA, and if he executes this Agreement within that 21-day period he has done so by expressly waiving this 21-day notice provision. Callender acknowledges that he then has 7 days from the date he executes this Agreement to revoke his release of the ADEA claims. If Callender desires to revoke this release within the 7-day period after delivering the executed Agreement to the District, he must do so in writing delivered to the District Counsel, in which case his eligibility for the settlement payment set forth in paragraph 1(a) above is terminated. Callender is advised that he should consult an attorney prior to executing this Agreement.

(c) Concurrent with his execution of the Agreement, Callender shall execute and file a "Confirmation of Resolution by the Parties" with the DFEH (DFEH-200-10) and take whatever other steps are necessary to close his pending complaint with the DFEH and any matter pending before the EEOC.

2. Time for Payment of Settlement. No later than fifteen (15) business days after *both* the closure of his case by the DFEH and execution of this Agreement by

Callender, the District will make the payment described in paragraph 1(a) of this Agreement so long as Callender has not revoked the release within the 7-day period after delivering the executed Agreement to the District.

3. Waiver of Rights under Civil Code Section 1542. Callender understands and expressly agrees that this Agreement extends to all claims of every nature and kind, known or unknown, suspected or unsuspected, past, present or future, arising from or attributable to his employment with the District prior to the execution of this Agreement. Callender acknowledges that any and all rights granted him under Section 1542 of the California Civil Code or any analogous state or federal law or regulation, are hereby expressly waived. Callender recognizes and acknowledges that factors which have induced him to enter into this Agreement might turn out to be incorrect or different from what he had previously anticipated, and Callender expressly assumes all of the risks of this waiver of California Civil Code Section 1542. Said Section 1542 of the California Civil Code, reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.

4. Confidentiality. Except as may be required by statutory or regulatory requirements (including the California Public Records Act) or by legal process, neither party will disclose to others the terms of this Agreement, the amounts referred to in this Agreement, or the fact of the payment of said amounts. However, Callender may make

such disclosures to his attorneys, accountants or other professional service advisors as necessary to effectuate the purposes for which he consulted with such professional advisors. This paragraph is a material term, and Callender agrees that the District may take action in any court of competent jurisdiction to enforce this term, including forfeiture of amounts paid under this Agreement.

5. No Workers' Compensation Claim. Callender unequivocally affirms that he does not have a compensable workers' compensation injury of any kind, and that he has no intention of filing for workers' compensation benefits with respect to his employment at the District. If he does apply for workers' compensation – contrary to the intention of the parties – the parties agree that a compromise and release will be entered into based solely on the consideration in this settlement, and that such claim should be summarily dismissed in the District's favor.

6. Severability. In the event that any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid or against public policy, that term, condition or provision will be deemed to be deleted, and the remaining terms, conditions and provisions will continue in full force and effect.

7. Choice of Law and Venue. The validity, interpretation and performance of this Agreement will be construed and interpreted according to the laws of the State of California. Any legal proceeding relating to this Agreement will be instituted in a court in Santa Clara County.

8. Authority to Make Agreement. Callender represents and warrants that he has full power to make the releases and agreements contained herein, and that he has not assigned, encumbered or in any manner transferred all or any portion of the claims

covered by the releases and agreements contained herein. Callender acknowledges that this warranty and representation is an essential and material term of the Agreement. Callender will indemnify the District for any claims brought by purported assignees of Callender, including costs of judgment and reasonable attorneys' fees.

9. Entire Agreement. The parties acknowledge that this Agreement constitutes the sole and entire agreement of the parties in this matter, that any modifications may only be made by a writing signed by both parties, and that this Agreement supersedes any prior written or oral agreement concerning the subject matter of its provisions. The parties agree that there are no representations, agreements, arrangements or understandings, either written or oral, between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein.

10. Other Terms.

(a) Each party has had the opportunity to participate in drafting the Agreement. The terms, conditions and provisions of the Agreement will not be construed against one party and in favor of another by virtue of who actually drafted or circulated the Agreement.

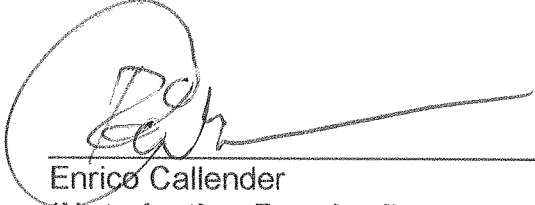
(b) The parties will each execute all documents and perform all acts necessary to effectuate the terms and purposes of this Agreement.

(c) The Agreement may be executed in counterparts, with the same force and effect as if executed in a single, complete document.

11. In further consideration of the foregoing, Callender agrees, acknowledges and recognizes that this Agreement is a "no fault" settlement in light of disputed claims,

and that nothing contained in this Agreement shall constitute or be treated as an admission of liability or wrongdoing by the Judge or the District (or any of the District's employees or officers).

DATED: 1/20/2013



Enrico Callender
(Notarization Required)

DATED: 2/11/13


Beau Goldie, CEO
Santa Clara Valley Water District

APPROVED AS TO FORM:

Dated: 1/23/2013


Stanly Yamamoto
District Counsel
Santa Clara Valley Water District

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

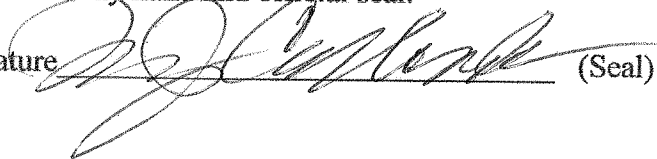
STATE OF CALIFORNIA)
COUNTY OF Santa Clara

On January 20, 2013 before me, the undersigned notary public, personally appeared
Enricol Lydell Callender

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

